



April 25, 2022

TreSSS, LLC  
521, S. 5<sup>th</sup> St.  
Zionsville  
IN 46077  
Attn: Cecilia Alvarez Heard  
E-mail: Cecilia@TreSSS-USA.com

**RE: Creekside Office Park Development (Lots 4 & 5)**

Dear Cecilia:

This letter constitutes a term sheet (this "**Term Sheet**") regarding a proposed project between the Zionsville Economic Redevelopment Commission and its affiliated entities (collectively, "**RDC**"), and TreSSS, LLC ("**TreSSS**") and a to-be formed joint venture entity between TreSSS and its development partners (collectively, "**Developer**"). The parties acknowledge the purpose of this Term Sheet is to memorialize the parties' understanding with respect to the potential terms of a mutually acceptable development agreement to plan and develop the project described in this Term Sheet.

1. **The Project.** The RDC owns property in the Town of Zionsville ("**Town**") that is commonly known as the Creekside Office Park ("**Creekside**"), which the RDC has invested significant resources to construct roads, utility connections and other infrastructure to support the commercial development of Creekside. Developer is interested in developing a commercial office building for lease on Lot 4 in Creekside and a flex office/warehouse building for Lease on Lot 5(the "**Project**"). Creekside is platted as a series of numbered lots. The RDC is willing to convey Lots 4 & 5 in Creekside (the "**Property**") to Developer for use in the Project upon the conditions contained in this Term Sheet. The RDC estimates the Property is worth approximately Six Hundred Forty-Five Thousand Dollars (\$645,000) and has installed infrastructure with a value of approximately Two Hundred Seven Thousand Four Hundred Ninety-Six Dollars and Twenty-Five Cents (\$207,496.25).
2. **The Property.** The RDC shall convey the Property to Developer for Ten dollars (\$ 10) per Lot at the financial closing for the Project provided Developer does the following: (i) constructs a 8,500- 17,000 square foot office building of one or two levels on Lot 4 and 30,000 – 45,000 square foot flex building on Lot 5 (the "**Building**"), (ii) describe project (iii) agrees to obtain the RDC's approval of the transfer of Developer's interest in the Project, including the conveyance of the Property and assignment of any Ground Lease, to a party not affiliated with Developer or its principals. The parties acknowledge the square footage of the Building and the potential number of full-time employees is an estimate only and the RDC reserves the right conduct diligence on these issues before executing the Development Agreement (defined in paragraph 4).

3. **Due Diligence.** For a period beginning on the mutual execution of this Term Sheet and ending on the expiration of the Exclusivity Period (defined in paragraph 7), Developer shall have the right to access the Property (and any adjacent property the RDC owns) to conduct due diligence reviews and investigations of the Property and the Project, including, without limitation, a review of the Property's physical condition, environmental issues, zoning, design and architectural concerns, construction pricing, and title and survey matters to determine the feasibility of the Project on the lots. Developer shall have the obligation to indemnify, defend and hold harmless the RDC against any claims, liabilities or costs the RDC incurs that are associated with Developer's investigation of the lots or rights granted in this paragraph 3. Before exercising its rights in this paragraph 3, Developer shall add the RDC as an additional insured under its commercial general liability insurance policy and shall provide written proof of such coverage under an Accord coverage disclosure form. Developer's insurance shall have policy limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
4. **Development Agreement.** Upon Developer's written notice to the RDC, the RDC's legal counsel shall prepare a development agreement between the RDC and Developer within thirty (30) days that memorializes this Term Sheet and any other mutually agreeable terms between the parties (the "**Development Agreement**"). The term of the Development Agreement shall commence as of the date of mutual execution and continue until the earlier of (i) the date the Project is completed and Developer has performed all of the services Developer is required to perform under the Development Agreement or (ii) Developer's failure to obtain substantial completion of the Project Improvements (defined in paragraph 5) by an outside date negotiated between the parties based upon the Developer and tenants' project plans. Developer further acknowledges the RDC is a body politic of the State of Indiana and shall have to approve the final Development Agreement in accordance with all applicable Indiana laws before the RDC can execute the Development Agreement.
5. **Construction of the Project.** Developer shall endeavor to construct the Building and all other improvements with respect to the Project (the "**Project Improvements**") in accordance with the final terms of the Development Agreement. The Development Agreement shall contain provisions for the development of plans and specifications for the Project with the input and approval of the tenants, description of the financing of and establish the construction schedule for the Project Improvements and any other terms necessary to effectuate the development, construction and operation of the Project and the Project Improvements (collectively, the "**Plans and Specifications**"). Developer shall provide information regarding the Plans and Specifications on an open book basis to the RDC on a to-be agreed upon schedule, which shall have the obligation to keep the financing portions and other proprietary information confidential under the applicable safe harbor provisions of Indiana's Access to Public Records Act ("**APRA**"). If the Project Improvements are not commenced or completed by a mutually agreed-upon outside date in the Development Agreement, title to the Property shall revert to the RDC (the "**Reversion**"). The Reversion shall be subject and subordinate to the tenant's rights in the Ground Lease and any mortgage or other liens securing Developer's Project financing.

6. **Confidentiality.** To the extent the RDC is able to do so under the APRA and all other applicable public disclosure laws, the RDC will maintain the confidentiality of any information Developer provides regarding the Project until a mutually agreeable date in the Development Agreement and shall not disclose such terms to third parties without the mutual agreement of the parties.
7. **Exclusivity.** Immediately upon execution of this Term Sheet, the RDC will cease all negotiations with potential purchasers, developers, partners and/or tenants with respect to the Property other than between the RDC and Developer. The RDC shall not, directly or indirectly, solicit, engage, commit to or negotiate with any potential purchaser, developers, partners and/or tenants with respect to the Property for a period of sixty (60) days (the "**Exclusivity Period**"). Immediately upon execution of this Term Sheet, Developer shall cease negotiations with any other party regarding the purchase, lease or other type of real property acquisition to develop the Project on a site other than the Property. Developer shall have the right to extend the Exclusivity Period for two periods of thirty (30) days upon written notice to the RDC on or before five (5) days before the expiration of the original sixty day exclusivity period. The RDC acknowledges certain amendments to the existing Creekside Office Park PUD ("**PUD Amendments**") are required in order for the Project to be completed. In addition other parties under agreement with the RDC but not a party to this transaction also require PUD Amendments and in which negotiation for others' PUD Amendments are out of the Developer's control. The Exclusivity Period shall not expire until said amendments required for the Project are approved. If proposed amendments required for the Project are denied, this Agreement shall terminate.
8. **Term and Binding Effect of Term Sheet.** The RDC and Developer acknowledge and agree that this Term Sheet is not a binding agreement, contract or a contractual offer, and except for the provisions of paragraphs 3, 6 and 7, neither party shall be bound by its terms. The RDC and Developer do not intend to be bound and the parties shall have no obligation to proceed with the Project until, as a result of further negotiations the parties execute the Development Agreement. Except for the provisions of paragraphs 3, 6 and 7, no party shall have any legal rights or obligations with respect to the other party or shall be responsible for any action or failure or failure to take any action in detrimental reliance until the Development Agreement is negotiated and executed by the RDC and Developer. It is understood by both parties that this Term Sheet is merely a guide to the preparation of a mutually satisfactory Development Agreement and is intended as a general outline to the terms and conditions for the Development Agreement. Notwithstanding the foregoing, the parties shall be obligated to negotiate the Development Agreement in good faith upon execution of this Term Sheet. This Term Sheet may be terminated upon written notice by either party, except for the provisions of paragraphs 3, 6 and 7 shall continue. Neither Developer or the RDC shall have the right to recover monetary damages of any kind, including direct, indirect, consequential, punitive, special or exemplary damages against a breaching party for their breach of their obligations in paragraphs 6 and 7 as it is the parties' intent the remedies for such breach shall be limited to declaratory action or another form of equitable relief that does not involve the recovery of damages or *lis pendens* or other statutory or common law liens against the Property.

9. **Authority.** The RDC's signatory certifies that he or she is properly authorized as a representative or agent of the RDC to execute this Term Sheet. Developer's signatory certifies that he or she is properly authorized as a member, employee, representative, agent or officer of Developer to execute this Term Sheet. This Term Sheet can be executed via electronic means in one or more counterparts.

**The Zionsville Redevelopment  
Commission**

By: \_\_\_\_\_  
Sanjay Patel, President

Date: \_\_\_\_\_, 2022

\_\_\_\_\_, **LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2022